

A/2
OFF. REG. 1935612623

This Instrument was Prepared by:

Name: Stephen M. James, Esquire
Address: Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131
Folio No. 30-2136-023-0020

00R537171 2000 NOV 08 15:50

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, James J. Anderson and Trustees Melvin P. Tanner and Shirley T. Tanner (collectively, the "Owner"), holds the fee simple title to that certain parcel of land located in unincorporated Miami-Dade County, Florida, which is described in Exhibit "A" to this Declaration (the "Property"), which statement as to title is supported by the attorney's opinion which is attached to this Declaration as Exhibit "B".

WHEREAS, the undersigned BKCLP, Ltd., (the "Lessee") has a 99 year leasehold interest in the Property.

NOW, THEREFORE, IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of Public Hearing No. 00-07-CZ8-1/99-444 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan.**

The Property shall be developed substantially in accordance with that certain plan entitled "Van Wagner Company" as prepared by Halberstein Hurtak Linkewer & Associates, Inc., dated revised 5/17/00 and consisting of 2 sheets (the "Plan"), except as may be modified by the Board during its consideration of the Application.

6450

2. Use Restrictions.

Notwithstanding the BU-3 zoning classification of the Property, the Owner and Lessee shall limit the use of the Property to those uses enumerated in the BU-2 zoning district and those uses specifically depicted in the Plan.

3. Land Designated for Public Park.

Owner and Lessee agree that the portion of the Property labeled "Proposed Park Area" on the Plan is intended to be used as a park open to the public. Lessee further agrees to maintain said park area so that the public benefit will be at no cost to the County.

4. Water Conservation

Lessee further agrees to utilize water conservation measures with regard to the irrigation of said park area as well as the green area so depicted in the Plan.

5. Miscellaneous.

A. County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. Covenant Running with the Land. This Declaration on the part of the Owner and Lessee shall constitute a covenant running with the land and may be recorded.

at the Lessee's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner and Lessee, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) and lessee(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

D. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) and lessee(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or

executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

E. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any Inspections or grant any approvals, until such time as this declaration is complied with.

G. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction,

inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

I. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Lessee following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

OFF. REC. 19356P12628

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year

above written.

WITNESSES:

JAMES J. ANDERSON

Lavette P. Clay
Signature
Lavette P. Clay
Print Name

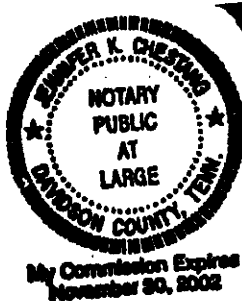
James J. Anderson

George Merritt
Signature
George Merritt
Print Name

STATE OF TN)
COUNTY OF Davidson) SS.

The foregoing instrument was acknowledged before me this 4th day of October, 2000, by James J. Anderson. He is personally known to me, or produced driver's license as identification and acknowledged that he did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:



Jennifer K. Chestang
Notary Public, State of TN
Jennifer K. Chestang
Print Name

OFF. REC. 19356PG2629

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year

above written.

WITNESSES:

Michael J. Kerr
Signature

MICHAEL J. KERR
Print Name

Clare E. Myllart
Signature

Clare E. Myllart
Print Name

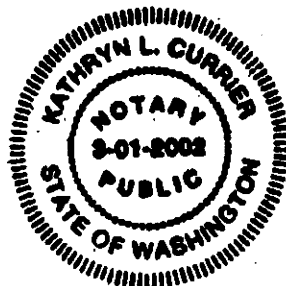
MELVIN P. TANNER, SR., as Trustee

Melvin P. Tanner Sr.

STATE OF Washington)
COUNTY OF Kitsap) SS.

The foregoing instrument was acknowledged before me this 9th day of October, 2000, by Melvin P. Tanner as Trustee for the Living Trust Agreement of Melvin P. Tanner, Sr. and Shirley T. Tanner. He is personally known to me, or produced as identification and acknowledged that he did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 3-1-02



Kathryn L. Currier
Notary Public, State of Washington

Kathryn L. Currier
Print Name

OFF. REC. 19356PG2630

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year

above written.

WITNESSES:

Clare E. Mungall
Signature
Clare E. Mungall
Print Name

Frank Crustwaite
Signature
FRANK CRUSTWAITE
Print Name

SHIRLEY T. TANNER, as Trustee

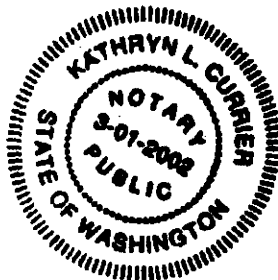
Shirley T. Tanner

Washington
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS.
KITSAP

The foregoing instrument was acknowledged before me this 11th day of October, 2000, by Shirley T. Tanner as Trustee for the Living Trust Agreement of Melvin P. Tanner, Sr. and Shirley T. Tanner. She is personally known to me, or produced WA State Drivers License as identification and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 3-1-02

Kathryn L. Currier
Notary Public, State of Florida
Washington
Kathryn L. Currier
Print Name



OFF. 19356
REC. 12631

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year
above written.

WITNESSES:

Dominique Guyot-Barnes
Signature
DOMINIQUE GUYOT-BARNES
Print Name

Sharon Loyd Warren
Signature
SHARON LOYD-WARREN
Print Name

ELLEN W. SPITZER, as President
BKCLP, Ltd. (formerly Shores Park Co.),
a Florida Limited Partnership

Ellen W. Spitzer

STATE OF FLORIDA)

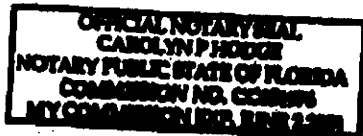
COUNTY OF Miami Dade)

SS.

The foregoing instrument was acknowledged before me this 5th day of October, 2000, by Ellen W. Spitzer, as President of BKCLP, Ltd. (formerly Shores Park Co.), a Florida limited partnership. She is personally known to me, or produced _____ as identification and acknowledged that she did execute this instrument freely and voluntarily, on behalf of the limited partnership for the purposes stated herein.

My Commission Expires:

Carolyn P. Hodge
Notary Public, State of Florida
Carolyn P. Hodge
Print Name



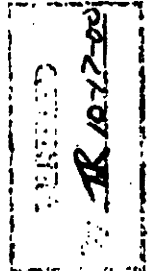
OFF. 1935612632
REC.

OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to the Miami-Dade County Department of Planning and Zoning, as an inducement for the acceptance of a Declaration of Restrictions covering the real property described herewith, it is hereby certified that we have examined Lawyers Title Insurance Corporation Title Commitment (File No. 00004539) (the "Commitment"), which Commitment covers the period from the BEGINNING through September 15, 2000 at 8:00 a.m. of the following described real property located and situated in Miami-Dade County, Florida:

Lots 11-29, inclusive, less the East 3 feet of said Lot 11 and Lot 29, and less the West 15 feet of Lots 15 through 25, inclusive, Block 2, of SEVENTH AVENUE MANOR, according to the map of plat thereof, as recorded in Plat Book 19, Page 79, of the Public Records of Miami-Dade County, Florida.



Basing our opinion solely on the above-referenced title information, we are of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

James J. Anderson (1/2 interest) and Melvin P. Tanner, Sr. and Shirley T. Tanner, Trustees under Trust dated October 5, 1994 (1/2 interest)

Subject to the following encumbrances, liens and other exceptions:

A. **RECORDED MORTGAGES:**

None

B. **RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGEMENTS:**

None

C. **GENERAL EXCEPTIONS:**

1. Taxes or assessments now or hereafter due.
2. Rights of persons other than the above owners who are in possession or with a right to possession.
3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded laborer's, mechanics', materialmen's, or municipal liens.
5. Any lien provided by Chapter 159, Florida Statutes, or provided by Metropolitan Dade County Ordinance No. 84-10 in favor of any city, town, village, port authority, etc., for unpaid service charges for services by any water systems, sewer systems, or gas systems serving the land described herein.
6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown on the public records.
8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
9. Any unpaid charges due for waste, water and sewer services.

D. SPECIAL EXCEPTIONS:

1. 99 Year Lease recorded in Official Records Book 3345, Page 462, as amended in Official Records Book 3345, Page 497; Official Records Book 3345, Page 503 and Official Records Book 17737, Page 3558, as assigned in Official Records Book 17787, Page 1972.
2. Conditional Building Permit recorded in Official Records Book 14424, Page 610.

3. Covenant recorded in Official Records Book 14434, Page 2549.
4. Covenant recorded in Official Records Book 15018, Page 927.

ALL RECORDINGS REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

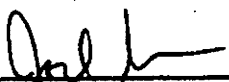
Therefore, it is our opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL EXCEPTION NO.
James J. Anderson (as to an undivided $\frac{1}{2}$ interest) and Melvin P. Tanner, Sr. And Shirley T. Tanner, Trustees under Trust dated October 5, 1994 (as to an undivided $\frac{1}{2}$ interest)	Owner	N/A
BKCLP, Ltd., a Florida limited partnership	Lessee	1

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of The Florida Bar.

Respectfully submitted, this 10th day of October, 2000.

GREENBERG, TRAURIG, P.A.

By: 
 Joel K. Goldman, Esq.
 1221 Brickell Avenue
 Miami, Florida 33131
 (305) 579-0828
 Florida Bar No. 0854689

OFF.
REC. 1935612635

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of October, 2000 by Joel K. Goldman, who is personally known to me or has produced _____, as identification.

Jodie M Siegel
Name: _____
Notary Public State of Florida
My Commission Expires: _____

MIAMI/GOLDMAN/1178831/916011.DOC/10/10/00

OFFICIAL NOTARY
JODIE M SIEGEL
NOTARY PUBLIC STATE OF FLA.
COMMISSION NO. COM 1178831
MY COMMISSION EXP. DATE 10/10/02

OFF. 1935612636
REC.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 11 through 29, Block 2, "Seventh Avenue Manor" according to the plat thereof as recorded in Plat Book 19, Page 79 of the Public records of Miami-Dade County, Florida, less the East 3.00 feet of Lots 11 and 29, and less the West 15.00 feet of Lots 15 through 25, inclusive, for Right-of-Way.

VERIFIED
By *JK* 10-17-00

MIAMI/AMERS/1175256/09/0011 DOC/100000

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT